

## **Title Report**

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY

CHICAGO TITLE INSURANCE COMPANY, a Missouri corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefore; all subject to the provisions of Schedules A and B and to the Exclusions from Coverage (appearing herein) and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

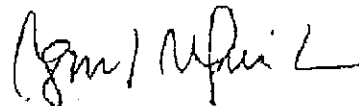
This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

In Witness Whereof, CHICAGO TITLE INSURANCE COMPANY has caused this commitment to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Issued by:  
CHICAGO TITLE INSURANCE COMPANY  
4717 S. 19TH ST, STE 201  
TACOMA, WA 98405  
(253) 474-2377

CHICAGO TITLE INSURANCE COMPANY

BY:



President

BY:



Secretary

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Conditions and Stipulations, and Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured where are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## EXCLUSIONS

NOTE: THE FORM OF POLICY COMMITTED FOR MAY BE EXAMINED BY REFERENCE TO FORMS ON FILE IN THE OFFICE OF THE INSURANCE COMMISSIONER OR BY INQUIRY AT THE OFFICE WHICH ISSUED THIS COMMITMENT.

The Exclusions from coverage referred to in Paragraph 3 of the Conditions and Stipulations are as follows:

### ALTA OWNER'S POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
- (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

ALTA LOAN POLICY FORM 10-17-92

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor, or material); or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any statutory lien for services, labor or materials (or the claim or priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
  - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
  - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
  - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
    - (a) to timely record the instrument of transfer; or
    - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

# CHICAGO TITLE INSURANCE COMPANY

4717 SOUTH 19TH, STE 201, TACOMA, WA 98405

## A.L.T.A. COMMITMENT SCHEDULE A

Order No.: 4336658

Title Unit: U4      Customer Number: STATE OF WA  
Phone: (253)474-2377      Buyer(s): TO BE DETERMINED  
Fax: (253)471-4367  
Officer: ROB HAINEY

Commitment Effective Date: AUGUST 23, 2007      at 8:00 A.M.

1. Policy or Policies to be issued:

ALTA Owner's Policy	Amount: \$0.00
STANDARD POLICY (6/17/2006)	Premium: PER FILED RATE SCHEDULE
	Tax:

Proposed Insured:  
TO BE DETERMINED

Policy or Policies to be issued:

ALTA Loan Policy	Amount: \$0.00
EXTENDED POLICY (6/17/2006)	Premium: PER FILED RATE SCHEDULE
	Tax:

Proposed Insured:

Policy or Policies to be issued:

ALTA Loan Policy	Amount: \$0.00
	Premium:
	Tax:

Proposed Insured:

2. The estate or interest in the land which is covered by this Commitment is:

FEE SIMPLE

3. Title to the estate or interest in the land is at the effective date hereof vested in:

STATE OF WASHINGTON, DEPARTMENT OF GENERAL ADMINISTRATION

4. The land referred to in this Commitment is described as follows:

SEE ATTACHED LEGAL DESCRIPTION EXHIBIT

CHICAGO FIRE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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**LEGAL DESCRIPTION EXHIBIT**  
(Paragraph 4 of Schedule A continuation)

**PARCEL A:**

LOTS 21 TO 26, INCLUSIVE, IN BLOCK 906 OF MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO PLAT FILED FOR RECORD FEBRUARY 3, 1875, RECORDS OF PIERCE COUNTY AUDITOR.

TOGETHER WITH CERTAIN RIGHTS TO A TUNNEL AND ARCADE OR BRIDGE LYING BETWEEN LOTS 21, 22 AND 23 OF SAID BLOCK 906 AND LOTS 21, 22 AND 23 IN BLOCK 907 OF SAID PLAT, AS SET FORTH IN RESOLUTION NO. 6940 OF THE CITY OF TACOMA.

ALSO TOGETHER WITH CERTAIN AIR RIGHTS ABOVE ELEVATION 180.00 CITY OF TACOMA DATUM OVER THAT PORTION OF COURT "C" ABUTTING LOT 21 AND THE NORTH 15 FEET OF LOT 22, IN BLOCK 906, AS VACATED BY ORDINANCE NO. 21823 OF THE CITY OF TACOMA, RECORDED UNDER AUDITOR'S FILE NO. 2944556, AS THE SAME ATTACHES BY OPERATION OF LAW.

ALSO TOGETHER WITH THE EAST 0.5 FEET OF COURT "C" AND THE WEST 0.5 FEET OF BROADWAY PLAZA ABUTTING LOTS 21 THROUGH 26, BLOCK 906 AND THE NORTH 0.5 FEET OF SOUTH 11TH STREET ABUTTING LOT 26, BLOCK 906, AS VACATED BY ORDINANCE NO. 22143 OF THE CITY OF TACOMA, RECORDED UNDER AUDITOR'S FILE NO. 3005769, AS THE SAME ATTACHES BY OPERATION OF LAW.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

**PARCEL B:**

LOTS 18 TO 23, INCLUSIVE, IN BLOCK 907 OF MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO PLAT FILED FOR RECORD FEBRUARY 3, 1875, RECORDS OF PIERCE COUNTY AUDITOR.

TOGETHER WITH CERTAIN RIGHTS TO A TUNNEL AND ARCADE OR BRIDGE LYING BETWEEN LOTS 21, 22 AND 23 OF SAID BLOCK 906 AND LOTS 21, 22 AND 23 IN BLOCK 907 OF SAID PLAT, AS SET FORTH IN RESOLUTION NO. 6940 OF THE CITY OF TACOMA.

TOGETHER WITH THE WESTERLY 2 FEET OF COURT "C" ABUTTING LOTS 18 THROUGH 23, IN BLOCK 907; AND TOGETHER WITH CERTAIN AIR RIGHTS ABOVE ELEVATION 180.00 CITY OF TACOMA DATUM OVER THAT PORTION OF COURT "C" ABUTTING LOTS 21 AND THE NORTH 15 FEET OF LOT 22, IN BLOCK 907, ALL AS VACATED BY

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE A**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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LEGAL DESCRIPTION EXHIBIT  
(Paragraph 4 of Schedule A continuation)

ORDINANCE NO. 21823 OF THE CITY OF TACOMA, RECORDED UNDER AUDITOR'S FILE NO. 2944556, AS THE SAME ATTACHES BY OPERATION OF LAW.

ALSO TOGETHER WITH CERTAIN AIR SPACE ABOVE A PLANE OF 24 FEET ABOVE THE ESTABLISHED CURB GRADE OF MARKET STREET AS VACATED BY ORDINANCE NO. 18292 OF THE CITY OF TACOMA, RECORDED UNDER AUDITOR'S FILE NO. 2191761, AS THE SAME ATTACHES BY OPERATION OF LAW.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL C:

LOTS 8 TO 18, INCLUSIVE, IN BLOCK 908 OF MAP OF NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO PLAT FILED FOR RECORD FEBRUARY 3, 1875, RECORDS OF PIERCE COUNTY AUDITOR.

ALSO TOGETHER WITH CERTAIN AIR SPACE ABOVE A PLANE OF 24 FEET ABOVE THE ESTABLISHED CURB GRADE OF MARKET STREET AS VACATED BY ORDINANCE NO. 18292 OF THE CITY OF TACOMA, RECORDED UNDER AUDITOR'S NO. 2191761, AS THE SAME ATTACHES BY OPERATION OF LAW.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

PARCEL D:

LOTS 19, 20, 21, 22, 23, 24 AND 25, BLOCK 908, NEW TACOMA, WASHINGTON TERRITORY, ACCORDING TO PLAT FILED FOR RECORD FEBRUARY 3, 1875, RECORDS OF PIERCE COUNTY AUDITOR.

SITUATE IN THE CITY OF TACOMA, COUNTY OF PIERCE, STATE OF WASHINGTON.

CHICAGO TITLE INSURANCE COMPANY

A.L.T.A. COMMITMENT  
**SCHEDULE B**

Order No.: 4336658  
Your No.: STATE OF WA

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Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

**GENERAL EXCEPTIONS**

- A. Rights or claims of parties in possession, or claiming possession, not shown by the Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed by law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto; reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.
- H. Water rights, claims or title to water.
- I. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

**SPECIAL EXCEPTIONS FOLLOW**



CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 004336658  
Your No.: STATE OF WA

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**SPECIAL EXCEPTIONS**

- A 1. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER: 200906-008-0 (PARCEL A)  
LEVY CODE: 005  
ASSESSED VALUE-LAND: \$ 1,082,000.00  
ASSESSED VALUE-IMPROVEMENT: \$ 10,486,800.00

- B 2. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER: 200907-008-4 (PARCEL B)  
LEVY CODE: 005  
ASSESSED VALUE-LAND: \$ 813,600.00  
ASSESSED VALUE-IMPROVEMENT: \$ 8,699,400.00

- C 3. THE PROPERTY HEREIN DESCRIBED IS CARRIED ON THE TAX ROLLS AS EXEMPT. HOWEVER, IT WILL BECOME TAXABLE ON THE DATE OF THE EXECUTION OF A CONVEYANCE TO A TAXABLE ENTITY AND SUBJECT TO THE LIEN OF REAL PROPERTY TAXES FOR THE BALANCE OF THE YEAR FROM THAT DATE.

TAX ACCOUNT NUMBER: 200908-005-1 (PARCELS C & D)  
LEVY CODE: 005  
ASSESSED VALUE-LAND: \$ 2,400,800.00  
ASSESSED VALUE-IMPROVEMENT: \$ 1,978,700.00

- D 4. CONTINUING SPECIAL ASSESSMENT FOR DOWNTOWN BUSINESS IMPROVEMENT AREA (BIA) ESTABLISHED BY ORDINANCE NO. 24058 DATED APRIL 5, 1988 OF THE CITY OF TACOMA, AND PURSUANT TO RCW 35.87A.

- E 5. UNRECORDED LEASEHOLDS, IF ANY, RIGHTS OF VENDORS AND HOLDERS OF SECURITY INTERESTS ON PERSONAL PROPERTY INSTALLED UPON SAID PROPERTY AND RIGHTS OF TENANTS TO REMOVE TRADE FIXTURES AT THE EXPIRATION OF THE TERM.

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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**SPECIAL EXCEPTIONS**

- F 6. MEMORANDUM OF GROUND LEASE, INCLUDING THE TERMS AND CONDITIONS OF THE LEASE DISCLOSED THEREIN:

LESSOR: WASHINGTON STATE DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: WASHINGTON FINANCE OFFICERS  
ASSOCIATION  
RECORDED: DECEMBER 4, 1996  
RECORDING NUMBER: 9612040215

- H ASSIGNMENT OF SAID LEASE:

DATED: DECEMBER 1, 1996  
RECORDED: DECEMBER 4, 1996  
RECORDING NUMBER: 9612040217 & 9612040218  
ASSIGNEE: THE BANK OF NEW YORK

- G 7. FINANCING LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: WASHINGTON FINANCE OFFICERS  
ASSOCIATION  
LESSEE: WASHINGTON STATE DEPARTMENT OF  
GENERAL ADMINISTRATION  
FOR A TERM OF: 24 YEARS  
RECORDED: DECEMBER 4, 1996  
RECORDING NUMBER: 9612040216

- K 8. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: STATE OF WASHINGTON, DEPARTMENT OF  
LABOR AND INDUSTRIES  
FOR A TERM OF: BEGINNING MARCH 1, 2001 THROUGH JUNE  
30, 2011  
RECORDED: JUNE 5, 2001  
RECORDING NUMBER: 200106050598

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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SPECIAL EXCEPTIONS

- L 9. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:
- |                   |   |
|-------------------|---|
| LESSOR:           | STATE OF WASHINGTON, DEPARTMENT OF<br>GENERAL ADMINISTRATION    |
| LESSEE:           | PASTRAMI'S L.L.C., DBA PASTRAMI'S<br>NEW YORK EATERY & ESPRESSO |
| FOR A TERM OF:    | APRIL 1, 2001 THROUGH MARCH 31, 2011                            |
| RECORDED:         | JUNE 21, 2001   |
| RECORDING NUMBER: | 200106210581  |
- N LEASE AMENDMENT THE TERMS AND CONDITIONS THEREOF:
- |                   |                |
|-------------------|----------------|
| RECORDED:         | MARCH 19, 2002 |
| RECORDING NUMBER: | 200203190771   |
- P LEASE AMENDMENT AND THE TERMS AND CONDITIONS THEREOF:
- |                   |               |
|-------------------|---------------|
| RECORDED:         | JULY 10, 2003 |
| RECORDING NUMBER: | 200307100294  |
- Z LEASE AMENDMENT AND THE TERMS AND CONDITIONS THEREOF:
- |                   |                |
|-------------------|----------------|
| RECORDED:         | MARCH 23, 2006 |
| RECORDING NUMBER: | 200603230237   |
- U ASSIGNMENT OF SAID LEASE:
- |                   |                   |
|-------------------|-------------------|
| DATED:            | FEBRUARY 16, 2007 |
| RECORDED:         | MARCH 12, 2007    |
| RECORDING NUMBER: | 200703120230      |
| ASSIGNEE:         | CHONG KYU CHOI    |
- M 10. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:
- |         |  |
|---------|--|
| LESSOR: | STATE OF WASHINGTON, DEPARTMENT OF<br>GENERAL ADMINISTRATION |
| LESSEE: | WASHINGTON STATE EMPLOYEES CREDIT                            |

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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**SPECIAL EXCEPTIONS**

FOR A TERM OF: UNION  
RECORDED: MAY 1, 2001 THROUGH JUNE 30, 2010  
RECORDING NUMBER: JULY 19, 2001  
200107190720

0 11. UNRECORDED LEASE, INCLUDING THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE(S): STATE OF WASHINGTON, BOARD OF  
INDUSTRIAL INSURANCE APPEALS  
DISCLOSED BY: LEASE AMENDMENT RECORDED UNDER  
RECORDING NUMBER 200204240109

V 12. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: STATE OF WASHINGTON, DEPARTMENT OF  
SERVICES FOR THE BLIND  
FOR A TERM OF: JANUARY 1, 2003 THROUGH DECEMBER 31,  
2007  
RECORDED: MARCH 13, 2003  
RECORDING NUMBER: 200303130194

AA LEASE AMENDMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: NOVEMBER 8, 2006  
RECORDING NUMBER: 200611081085

AB 13. MEMORANDUM OF LEASE, INCLUDING THE TERMS AND CONDITIONS OF THE LEASE  
DISCLOSED THEREIN:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: U.S. GENERAL SERVICES ADMINISTRATION  
RECORDED: JULY 1, 2004  
RECORDING NUMBER: 200407011457

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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SPECIAL EXCEPTIONS

Q 14. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: DEPARTMENT OF GENERAL  
ADMINISTRATION, DIVISION OF STATE  
SERVICES, FOOD PROGRAM  
FOR A TERM OF: MAY 1, 2005 THROUGH JUNE 30, 2009  
RECORDED: MAY 18, 2005  
RECORDING NUMBER: 200505181148.

R 15. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: STATE OF WASHINGTON, COURT OF  
APPEALS, DIVISION II  
FOR A TERM OF: JULY 1, 2005 THROUGH JUNE 30, 2010  
RECORDED: JUNE 17, 2005  
RECORDING NUMBER: 200506170596

X 16. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: PIERCE COUNTY DEPARTMENT OF ASSIGNED  
COUNSEL  
FOR A TERM OF: JANUARY 1, 2005 THROUGH DECEMBER 31,  
2011  
RECORDED: JULY 12, 2005  
RECORDING NUMBER: 200507120504

Y 17. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: STATE OF WASHINGTON, DEPARTMENT OF

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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SPECIAL EXCEPTIONS

FOR A TERM OF: TRANSPORTATION  
MARCH 1, 2006 THROUGH FEBRUARY 28,  
2011  
RECORDED: MARCH 6, 2006  
RECORDING NUMBER: 200603060155

S 18. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: DEPARTMENT OF GENERAL  
ADMINISTRATION, DIVISION OF STATE  
SERVICES, FOOD PROGRAM  
FOR A TERM OF: MAY 1, 2005 THROUGH JUNE 30, 2009  
RECORDED: APRIL 27, 2006  
RECORDING NUMBER: 200604270458

T 19. PROPERTY MANAGEMENT LEASE AND THE TERMS AND CONDITIONS THEREOF:

LESSOR: STATE OF WASHINGTON, DEPARTMENT OF  
GENERAL ADMINISTRATION  
LESSEE: STATE OF WASHINGTON, OFFICE OF THE  
STATE AUDITOR  
FOR A TERM OF: JANUARY 1, 2006 THROUGH DECEMBER 31,  
2008  
RECORDED: JANUARY 3, 2007  
RECORDING NUMBER: 200701030916

AC 20. PARTY WALL AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

BETWEEN: WILLIAM B. MCNERTHNEY AND MYRTLE  
MCNERTHNEY  
AND: RHODES INVESTMENT  
RECORDED: JULY 29, 1921  
RECORDING NUMBER: 603633  
REGARDING: PARTY WALL BETWEEN LOTS 17 AND 18,  
BLOCK 907, HEREIN

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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**SPECIAL EXCEPTIONS**

- AJ 21. THE FOLLOWING MATTERS CONCERNING TUNNEL AND ARCADE OR BRIDGE DISCLOSED BY AUDITOR'S NO. 2916333 WHICH REFERS TO ORDINANCE NO. 6940 OF THE CITY OF TACOMA.
- A. TERMS AND CONDITIONS OF THE PERMIT.
  - B. POSSIBLE RIGHTS OF PUBLIC TO USE PORTIONS OF TUNNEL AND ARCADE OR BRIDGE LOCATED IN THE PUBLIC RIGHT OF WAY.
  - C. POSSIBLE ENCROACHMENTS BY OR ONTO TUNNEL AND ARCADE OR BRIDGE, WHICH AN ACURATE SURVEY MAY DISCLOSE.
- AD 22. EASEMENT AND THE TERMS AND CONDITIONS THEREOF:
- |                   |   |
|-------------------|---|
| GRANTEE:          | THE UNIVERSITY OF PUGET SOUND, A CORPORATION  |
| PURPOSE:          | CONSTRUCT AND MAINTAIN AN UNDERGROUND VAULT AND APPURTENANT EQUIPMENT   |
| AREA AFFECTED:    | PORTION OF VACATED COURT "C" WHICH LIES ADJACENT TO THE NORTH HALF OF LOT 23, ALL OF LOT 22 AND THE SOUTH HALF OF LOT 21, BLOCK 907 |
| RECORDED:         | OCTOBER 26, 1929  |
| RECORDING NUMBER: | 2953476   |
- AF 23. DECLARATION OF LAND USE RESTRICTIONS IN ACCORDANCE WITH NEW TACOMA URBAN RENEWAL PLAN RECORDED UNDER RECORDING NUMBER 2947184.
- AG SAID INSTRUMENT IS A RE-RECORDING OF INSTRUMENT RECORDED UNDER RECORDING NUMBER 2940190.
- AH AFFECTS: PARCEL A
- AI 24. LAND USE PROVISIONS AND BUILDING REQUIREMENTS ESTABLISHED BY A LAND USE PLAN FOR THE NEW TACOMA URBAN RENEWAL PROJECT NO. WASH. R-14 WHICH ARE DECLARED COVENANTS RUNNING WITH THE LAND IN URBAN RENEWAL PLAN RECORDED MARCH 10, 1967 UNDER AUDITOR'S NO. 2181126, WHICH PLAN WAS AMENDED BY INSTRUMENTS RECORDED UNDER AUDITOR'S FEE NOS. 2286052, 8110160275 AND 8206240136.
- AE 25. RESTRICTIONS, BUT OMITTING ANY COVENANT, CONDITION OR RESTRICTION

CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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**SPECIAL EXCEPTIONS**

BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN, UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (a) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (b) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, CONTAINED IN INSTRUMENT:

RECORDED: NOVEMBER 24, 1987  
RECORDING NUMBER: 8711240110

AS FOLLOWS:

GRANTEE WILL NOT DISCRIMINATE UPON THE BASIS OF RACE, COLOR, RELIGION, SEX, OR NATIONAL ORIGIN IN THE SALE, LEASE, OR RENTAL OR IN THE USE OR OCCUPANCY OF THE PROPERTY OR ANY IMPROVEMENTS ERECTED OR TO BE ERECTED THEREON OR ANY PART THEREOF

W 26. STREET OCCUPANCY PERMIT, INCLUDING THE TERMS AND PROVISIONS THEREOF:

RECORDED: OCTOBER 1, 2004  
RECORDING NUMBER: 200410010517

AK 27. THE LEGAL DESCRIPTION IN THIS COMMITMENT IS BASED ON INFORMATION PROVIDED WITH THE APPLICATION AND THE PUBLIC RECORDS AS DEFINED IN THE POLICY TO ISSUE. THE PARTIES TO THE FORTHCOMING TRANSACTION MUST NOTIFY THE TITLE INSURANCE COMPANY PRIOR TO CLOSING IF THE DESCRIPTION DOES NOT CONFORM TO THEIR EXPECTATIONS.

AL 28. TITLE IS TO BE VESTED IN PERSONS NOT YET REVEALED AND WHEN SO VESTED WILL BE SUBJECT TO MATTERS DISCLOSED BY A SEARCH OF THE RECORDS AGAINST THEIR NAMES.

AM 29. TO PROVIDE AN EXTENDED COVERAGE LENDER'S POLICY GENERAL EXCEPTIONS A THROUGH D WILL BE CONSIDERED WHEN OUR INSPECTION AND/OR REVIEW OF SURVEY, IF REQUIRED, IS COMPLETED. A SUPPLEMENTAL COMMITMENT WILL FOLLOW.

AN NOTE 1: THE ATTACHED MAP IS NOT A PLAT OF SURVEY. IT IS FURNISHED AS A CONVENIENCE TO LOCATE THE LAND DESCRIBED HEREIN UNDER SCHEDULE A WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF REFERENCE OR RELIANCE ON SAID MAP.



CHICAGO TITLE INSURANCE COMPANY  
A.L.T.A. COMMITMENT  
**SCHEDULE B**  
(Continued)

Order No.: 4336658  
Your No.: STATE OF WA

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**SPECIAL EXCEPTIONS**

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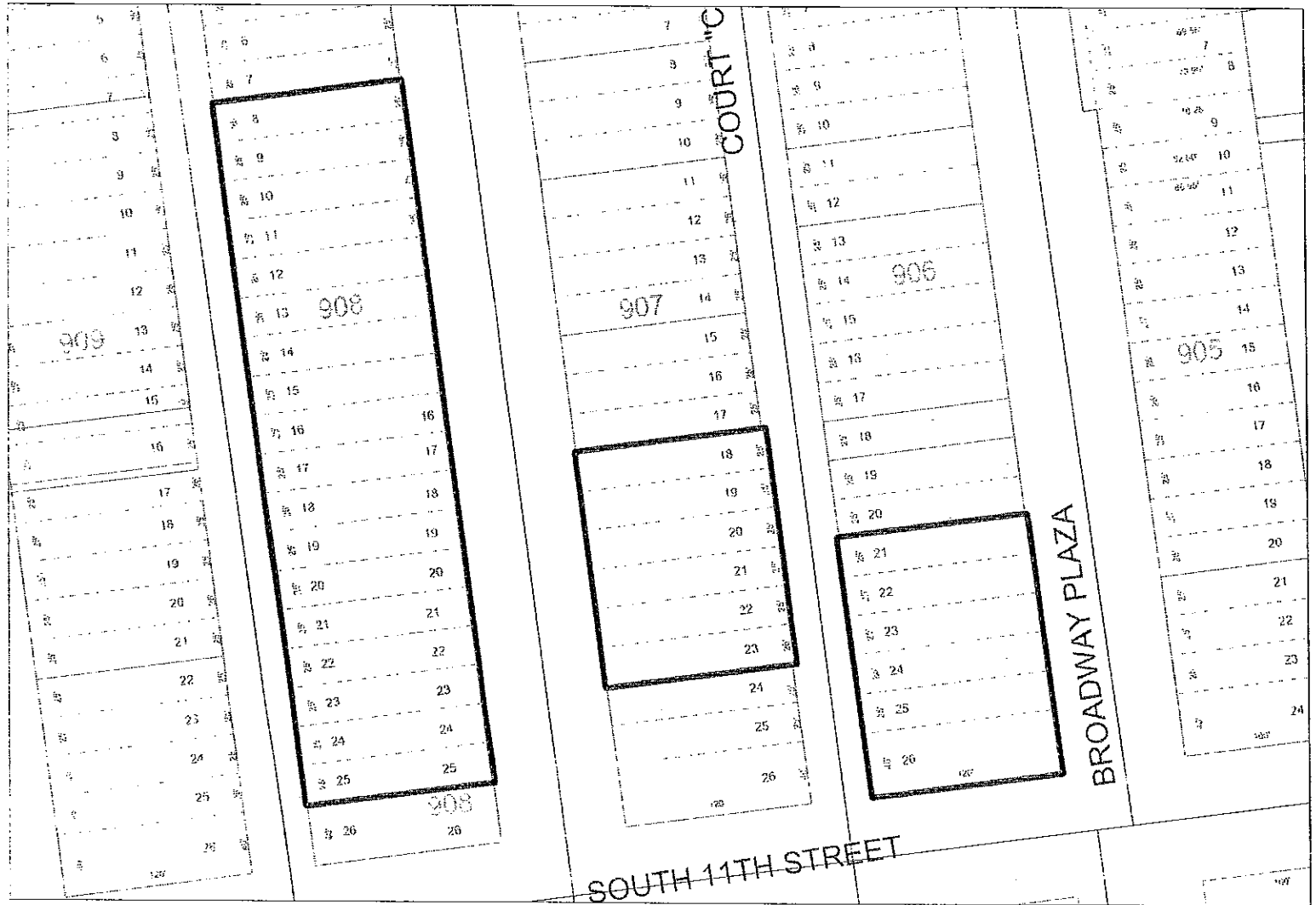
ORDERED BY: DEPARTMENT OF GENERAL ADMINISTRATION

END OF SCHEDULE B

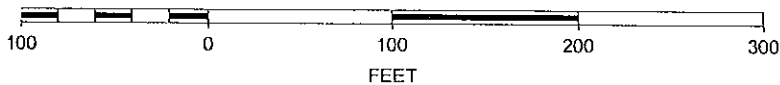
AQ THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED TO COMPLY WITH THE REQUIREMENTS OF RCW 64.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WHICH MUST ALSO APPEAR IN THE BODY OF THE DOCUMENT:

LOTS 21 TO 26, BLOCK 906, LOTS 18 TO 23, BLOCK 907, AND LOTS 8 TO 25, BLOCK 908, MAP OF NEW TACOMA

# Chicago Title Order No. 4336658



SCALE 1 : 1,170



# Chicago Title Order No. 433665



SCALE 1 : 1,170

